

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

THOMAS M. CURTIS,

Plaintiff,

v.

CENLAR, FSB, d/b/a CENTRAL LOAN
ADMINISTRATION & REPORTING,
CENLAR AGENCY, INC., FEDERAL
HOME LOAN MORTGAGE
CORPORATION, AMERICAN SECURITY
INSURANCE COMPANY, and
ASSURANT, INC.,

Defendants.

Civil Action No. 13-cv-3007 (DLC)

**DEFENDANTS CENLAR, FSB, CENLAR AGENCY, INC.
AND FEDERAL HOME LOAN MORTGAGE CORPORATION'S
ANSWER TO PLAINTIFF'S COMPLAINT WITH AFFIRMATIVE DEFENSES**

Defendants, Cenlar, FSB Cenlar Agency, Inc., and Federal Home Loan Mortgage Corporation (collectively "Cenlar"), by and through its undersigned counsel, answers Plaintiff's Complaint as follows:

1. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are denied.
2. Denied as stated. Cenlar admits that it is a federally-chartered savings bank with its principal place of business in Ewing, New Jersey.
3. Denied as stated. Cenlar admits that it does business under the fictitious name Central Loan Administration & Reporting.
4. Denied as stated. Cenlar admits that Cenlar Agency, Inc. is a wholly owned subsidiary of Cenlar.

5. Denied as stated. Cenlar admits that Cenlar Agency, Inc. is registered to do business in the State of New York.

6. Denied as stated. Federal Home Loan Mortgage Corporation admits that its principal office is located in McLean, Virginia.

7. Denied. The averments contained in this Paragraph are directed to a party other than Cenlar. Accordingly, no response is required of Cenlar and therefore, the averments contained in this Paragraph are deemed denied.

8. Denied. The averments contained in this Paragraph are directed to a party other than Cenlar. Accordingly, no response is required of Cenlar and therefore, the averments contained in this Paragraph are deemed denied.

9. Denied. The averments contained in this Paragraph are directed to a party other than Cenlar. Accordingly, no response is required of Cenlar and therefore, the averments contained in this Paragraph are deemed denied.

10. Denied. The averments contained in this Paragraph are directed to a party other than Cenlar. Accordingly, no response is required of Cenlar and therefore, the averments contained in this Paragraph are deemed denied.

11. Denied as stated. Cenlar admits that plaintiff purchased a home located at 326 Kenilworth Boulevard, West Palm Beach, Florida (the "Property").

12. Denied as stated. Cenlar admits that Plaintiff executed a Note that is secured by a Mortgage in connection with the purchase of the Property. Cenlar denies all remaining averments contained in this Paragraph pertaining to the Note and Mortgage which, as a writings, speaks for themselves. By way of further response, Cenlar states that it is without sufficient information or knowledge to form a belief as to the truth or accuracy of the remaining averments

contained in this Paragraph. Therefore, the remaining averments contained in this Paragraph are denied.

13. Denied as stated. Cenlar admits that Plaintiff executed a Note that is secured by a Mortgage in connection with the purchase of the Property. Cenlar denies all remaining averments contained in this Paragraph pertaining to the Mortgage which, as a writing, speaks for itself. By way of further response, Cenlar states that it is without sufficient information or knowledge to form a belief as to the truth or accuracy of the remaining averments contained in this Paragraph. Therefore, the remaining averments contained in this Paragraph are denied.

14. Denied. The averments contained in this Paragraph refer to a writing, a Mortgage, which speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

15. Denied. The averments contained in this Paragraph refer to a writing, an Assignment, which speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

16. Denied. The averments contained in this Paragraph refer to a writing, an Assignment, which speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

17. Denied. The averments contained in this Paragraph refer to writings, multiple Assignments, which speak for themselves and for which no response is required. Accordingly the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

18. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

19. Denied. The averments contained in this Paragraph refer to a writing, an Assignment, which speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

20. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

21. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

22. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

23. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph pertain to writings, a Note and Mortgage, which speak for themselves and for which no response is required. Therefore, the averments contained in this Paragraph are denied.

24. Denied. The averments contained in this Paragraph refer to writings which speak for themselves and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

25. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph pertain to writings, a Note, Mortgage and checks, which speak for themselves, and for which no response is required. Therefore, the averments contained in this Paragraph are denied.

26. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

27. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph refer to writings, a Note and Mortgage, which speak for themselves and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

28. Denied as stated. It is admitted that Paragraph 16 of the Mortgage provides, *inter alia*, that it "shall be governed by federal law and the law of the jurisdiction in which the Property is located."

29. Denied. The averments contained in this Paragraph refer to a writing, a Mortgage, that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

30. Admitted in part; denied in part. It is admitted that Plaintiff quoted a portion of the Mortgage. The remaining averments contained in this Paragraph constitute conclusions of law to which no response is required and therefore, they are denied.

31. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

32. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, Cenlar states that it is without sufficient information or knowledge to form a belief as to the truth or accuracy of the remaining averments contained in this Paragraph. Therefore, the remaining averments contained in this Paragraph are denied.

33. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

34. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

35. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

36. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are denied.

37. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

38. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are denied.

39. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are denied.

40. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are

denied. By way of further response, the averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

41. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are denied.

42. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are denied.

43. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

44. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

45. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are denied.

46. Admitted in part; denied in part. It is admitted only that Plaintiff attached an Acord Certificate to his Complaint as Exhibit "A". The remaining averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the remaining averments contained in this Paragraph are denied. By way of further response, the

remaining averments contained in this Paragraph refer to a writing which speaks for itself and for which no response is required. Accordingly, the remaining averments contained in this Paragraph are denied.

47. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

48. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph refer to writings which speak for themselves and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

49. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

50. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

51. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

52. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

53. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

54. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

55. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, Cenlar states that it is without sufficient information or knowledge to form a belief as to the truth or accuracy of the remaining averments contained in this Paragraph. Therefore, the remaining averments contained in this Paragraph are denied.

56. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

57. Denied. Cenlar states that it is without sufficient information or knowledge to form a belief as to the truth or accuracy of the averments contained in this Paragraph. Therefore, the averments contained in this Paragraph are denied.

58. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

59. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

60. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

61. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

62. Admitted in part; denied in part. It is admitted only that Plaintiff attached a letter dated February 11, 2013, to his Complaint as Exhibit "B". The remaining averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the remaining averments contained in this Paragraph are denied.

63. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

64. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

65. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

66. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

67. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

68. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

69. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph refer to writings that speak for themselves and for which no response is required. Therefore, the averments contained in this Paragraph are denied. By way of further response, Cenlar states that it is without sufficient information or knowledge to form a belief as to the truth or accuracy of the remaining averments contained in this Paragraph. Therefore, the remaining averments contained in this Paragraph are denied.

70. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Therefore, the averments are denied.

71. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

72. Denied. The averments contained in this Paragraph refer to a writing that speaks for itself and for which no response is required. Accordingly, the averments contained in this Paragraph are denied.

**FIRST CAUSE OF ACTION AGAINST
DEFENDANTS CENLAR AND FREDDIE MAC**

73. Paragraph 73 of Plaintiff's Complaint is an incorporation paragraph to which no response is required. By way of further answer, Cenlar incorporates the foregoing paragraphs as though fully set forth at length herein.

74. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, the averments contained in this Paragraph refer to a writing, a Mortgage, that speaks for itself and for which no response is required. Therefore, the averments contained in this Paragraph are denied.

75. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

76. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

77. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

78. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

79. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

80. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

81. Denied. Cenlar states that it is without sufficient information or knowledge to form a belief as to the truth or accuracy of the averments contained in this Paragraph. Therefore, the averments contained in this Paragraph are denied.

82. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

83. Denied.

**SECOND CAUSE OF ACTION AGAINST
DEFENDANTS CENLAR AND FREDDIE MAC**

84. Paragraph 84 of Plaintiff's Complaint is an incorporation paragraph to which no response is required. By way of further answer, Cenlar incorporates the foregoing paragraphs as though fully set forth at length herein.

85. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

**THIRD CAUSE OF ACTION AGAINST
DEFENDANTS CENLAR AND FREDDIE MAC**

86. Paragraph 86 of Plaintiff's Complaint is an incorporation paragraph to which no response is required. By way of further answer, Cenlar incorporates the foregoing paragraphs as though fully set forth at length herein.

87. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

88. Paragraph 88 of Plaintiff's Complaint is an incorporation paragraph to which no response is required. By way of further answer, Cenlar incorporates the foregoing paragraphs as though fully set forth at length herein.

89. Denied.

90. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

91. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

92. Denied as stated. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in

this Paragraph are denied. By way of further response, Cenlar states that it is without sufficient information or knowledge to form a belief as to the truth or accuracy of the remaining averments contained in this Paragraph. Therefore, the remaining averments contained in this Paragraph are denied.

93. Denied as stated. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, Cenlar states that it is without sufficient information or knowledge to form a belief as to the truth or accuracy of the remaining averments contained in this Paragraph. Therefore, the remaining averments contained in this Paragraph are denied.

94. Denied as stated. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, Cenlar states that it is without sufficient information or knowledge to form a belief as to the truth or accuracy of the remaining averments contained in this Paragraph. Therefore, the remaining averments contained in this Paragraph are denied.

95. Denied as stated. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, Cenlar states that it is without sufficient information or knowledge to form a belief as to the truth or accuracy of the remaining averments contained in this Paragraph. Therefore, the remaining averments contained in this Paragraph are denied.

96. Denied as stated. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied. By way of further response, Cenlar states that it is without sufficient information or knowledge to form a belief as to the truth or accuracy of the remaining averments contained in this Paragraph. Therefore, the remaining averments contained in this Paragraph are denied.

97. Denied as stated. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

98. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

99. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

100. Denied.

FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

101. Paragraph 101 of Plaintiff's Complaint is an incorporation paragraph to which no response is required. By way of further answer, Cenlar incorporates the foregoing paragraphs as though fully set forth at length herein.

102. Denied. The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments contained in this Paragraph are denied.

103. Denied.

WHEREFORE, Defendants, Cenlar, FSB, Cenlar Agency, Inc. and Federal Home Loan Mortgage Corporation, respectfully request that Plaintiff's Complaint be dismissed with prejudice in its entirety; that the Court award Defendants, Cenlar, FSB, Cenlar Agency, Inc., and Federal Home Loan Mortgage Corporation, their reasonable costs and attorneys' fees in connection with the defense of this action; and that the Court enter such further relief as it deems just and proper.

AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint fails to state a claim upon which Plaintiff can recover.
2. Plaintiff's claims may be barred in whole or in part by the statute of limitations.
3. Plaintiff's claims may be barred in whole or in part by the doctrines of waiver, estoppel and/or laches.
4. Plaintiff has brought this action in bad faith solely for the purpose of harassing Cenlar and to be vexatious.
5. Plaintiff failed to mitigate any damages that he have allegedly sustained.
6. At all times relevant hereto, Cenlar did not engage in fraudulent, dishonest, or deceptive practices.
7. Cenlar did not breach the Mortgage agreement identified in Plaintiff's Complaint.
8. Plaintiff is not entitled to any injunctive relief.
9. At no time did Cenlar's alleged acts or omissions cause harm to Plaintiffs.
10. At no time did Cenlar engage in any "reverse competition" practices.
11. At all times relevant hereto, Cenlar conducted itself properly and in compliance with all applicable laws.

12. At no time did Cenlar's alleged acts or omissions violate Florida Statutes, including but not limited to, §501.204.

13. Plaintiff is not entitled to recover attorneys' fees.

14. Plaintiff failed to establish damages.

15. At all times relevant hereto, Plaintiff has been in breach of various agreements with Cenlar including, but not limited to, the Mortgage.

16. Cenlar reserves the right to assert any and all additional rights or defenses available to it or that may be revealed by further investigation and discovery.

WHEREFORE, Defendants, Cenlar, FSB, Cenlar Agency, Inc., and Federal Home Loan Mortgage Corporation, respectfully request that Plaintiff's Complaint be dismissed with prejudice in its entirety; that the Court award Defendants, Cenlar, FSB, Cenlar Agency, Inc., and Federal Home Loan Mortgage Corporation, their reasonable costs and attorneys' fees in connection with the defense of this action; and that the Court enter such further relief as it deems just and proper.

Dated: New York, New York
June 10, 2013

STEVENS & LEE, P.C.

By: /s/ Bradley L. Mitchell
Bradley L. Mitchell

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Federal Home Loan Mortgage Corporation*